

Exhibit A to the Declaration of Bishop Wayne R. Felton

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY; NOT DISCOVERABLE; NOT ADMISSIBLE

Wayne R. Felton, et al., v DeMario Jives, et al., 23cv467(DTS)

Mediator's Proposal: September 11, 2024, at 5:17 pm

1. Defendants shall execute a settlement agreement requiring them:
 - a. to remove and delete all posts, statements, and other content concerning or related to Bishop Wayne R. Felton ("Bishop Felton"), his family, or Holy Christian Church International ("Church");
 - b. not to make any further posts, statements, or other content concerning or related to Bishop Felton, his family, or the Church;
 - c. not to initiate interaction with Bishop Felton, his family, or the Church, and from visiting their current and future homes and churches;
 - d. not to sell, distribute, or transfer, any information from its current or future online platforms to any other person, blogger, or entity concerning or related to Bishop Felton, his family, or the Church; and
 - e. in the event that they breach any of the above terms (a through d, inclusive) after the parties have executed the settlement agreement, to be liable for a confession of judgment in the amount of \$100,000 per violation.
2. Neither Plaintiffs nor Defendants:
 - a. shall disparage the other, including their families and the Church;
 - b. is admitting to liability or wrongdoing; and
 - c. shall breach the confidentiality of this settlement agreement, except as may be required to file suit in court to enforce the provisions of this settlement agreement.
3. Each party shall pay its own attorneys' fees, costs, expenses, and the like.
4. The settlement agreement shall contain a global release of any claims any of the parties could have made or have made, collectively or individually, against another party up to and including the date the settlement agreement is fully executed.
5. The parties shall file a stipulation of dismissal after the signing of the settlement agreement.
6. In the event of breach of any provision of the settlement agreement by any party, the prevailing party shall be entitled to all reasonable attorneys fees, costs, expenses, and the like related thereto.
7. The above are all the material terms of this full and final settlement. In the event of any disagreement between or among the parties prior to full execution of the settlement agreement, the parties, as part of the material terms hereof, agree that

this Court may at its sole discretion elect to use a informal or formal resolution of such disagreement and the decision of this Court shall be final. This Court, however, will not change the material terms set forth in this agreement.